

A. G. Contract No. KR94 0418TRN
ECS File No. JPA 94-35
Project: ADOT Org 8650
Section: SR-66, SR-68 Fencing

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
MOHAVE COUNTY, ARIZONA

THIS AGREEMENT is entered into 8 June, 1994,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and
MOHAVE COUNTY, ARIZONA, acting by and through its BOARD OF
SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The County is empowered by Arizona Revised Statutes
Section 11-251 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the County.

3. The State has identified a requirement for fence work
on portions of State Route 66 (3 locations) and on State Route
68 (1 location). The County has determined the project to be a
suitable project for the Mohave County Youth Service Corps
program.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>18623</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>06/08/94</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Vicky Greenwood</u>

II. SCOPE OF WORK

1. The State will:

a. Provide the County necessary fencing materials and construction plans suitable for the erection of the fencing. Provide appropriate traffic control, tools and safety equipment. Ensure that no work is conducted on the travel portions of the roadway(s). Maintain an (ADOT) state employee technical adviser on the work site during all phases of construction.

b. Prior to the commencement of work, deliver and put in position all drainage culvert water strains, flood gates and gate water strains involved in the work.

c. Upon completion, approve and accept the work and provide maintenance.

d. Pay the County for Corps services in an amount estimated at \$3,040.00, within thirty (30) days after receipt of an invoice.

2. The County will:

a. Provide direct supervision of the Corps work crews, transportation to and from the work sites and work crew necessities or conveniences.

b. Provide appropriate care for State tools and equipment, maintain accountability of same, and promptly return to the State upon request.

c. Invoice the State for Corps services in a total amount estimated at \$3,040.00.

d. Be responsible for all functions of public safety and security, and indemnify the State from any and all liability the State may suffer as a result of claims, demands, costs, judgements or attorney's fees arising out of the performance or nonperformance of the County or its agents in carrying out any provisions of this agreement.

e. Remove from the work contemplated by this agreement any person who endangers other persons or property, or whose participation under this agreement is inconsistent with the best interests of the State.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project and payment ; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Mohave County
County Manager
PO Box 7000
Kingman, AZ 86402

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

MOHAVE COUNTY, ARIZONA

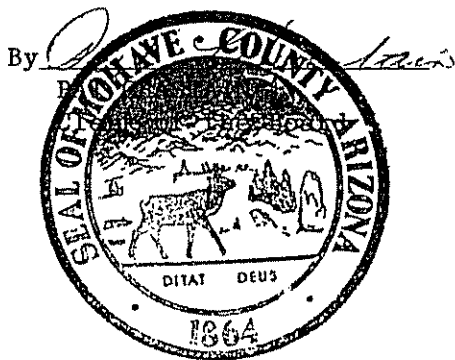
STATE OF ARIZONA

Department of Transportation

By Joan C. Ward
SAM STANDERFER, Chairman
Board of Supervisors

By Larry Langer
for ROBERT P. MICKELSON
Chief Deputy State Engineer

ATTEST

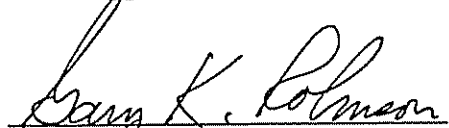


RESOLUTION

BE IT RESOLVED on this 25th day of February 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Mohave County for the purpose of defining responsibilities for the construction of various replacement right-of-way fencing on SR-66 and SR-68 in the County.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Chief Deputy State Engineer for approval and execution.

for:


LARRY S. BONINE
Director

RESOLUTION NO. 94-164

WHEREAS, the Board of Supervisors of Mohave County met in Special Session this 16th day of May, 1994, and

WHEREAS, the Mohave County Board of Supervisors has determined that it would be in the best interest and safety of the citizens of Mohave County to enter into an agreement with the State of Arizona Department of Transportation acting by and through the Highways Division for the purpose of defining responsibilities for the construction of various replacement Right-of-Way fencing on State Route 66 and State Route 68 in Mohave County, and

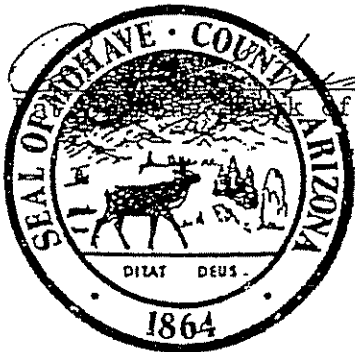
WHEREAS, Mohave County is empowered by Section 11-951, Arizona Revised Statutes to enter into agreements and acting by and through its Board of Supervisors has resolved to enter into agreement.

PASSED, APPROVED AND ADOPTED this 16th day of May, 1994.

MOHAVE COUNTY BOARD OF SUPERVISORS

Joan C. Ward
Joan C. Ward, Chairman

ATTEST:



Pat Chastain
Pat Chastain, Clerk of the Board

THIS IS TO CERTIFY THAT IS A TRUE AND CORRECT COPY OF BOARD OF SUPERVISORS RESOLUTION 94-164 AS ADOPTED AND AS ON FILE IN THE OFFICE OF THE BOARD OF SUPERVISORS.

ATTEST:

Pat Chastain
PAT CHASTAIN, CLERK OF THE BOARD

APPROVAL OF THE MOHAVE COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement between the STATE OF ARIZONA, acting through the DEPARTMENT OF TRANSPORTATION and MOHAVE COUNTY, and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 2nd day of May, 1994.



County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-0418-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 3rd day of June, 1994.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8365G